

AN ORDINANCE IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:12-4 AND N.J.S.A. 40A:12-5 APPROVING EASEMENT AGREEMENTS ACCEPTING GRANTS OF EASEMENTS FOR THE PURPOSE OF CONSTRUCTING DRAINAGE EASEMENTS.

WHEREAS, the City of Vineland intends to construct stormwater drainage facilities across parts of two properties known as Block 2505, Lot 1 and Block 2505, Lot 3 on the tax map of the City of Vineland (collectively referred to as the “Project”); and

WHEREAS, an easement on a portion of property known as 2627 Old Farm Road, also known as Block 2505, Lot 1, on the tax map of the City of Vineland, owned by Independence Walk Homeowners Association (the “Independence Walk Property”), is necessary for the continuous right to construct, reconstruct and perpetually maintain a stormwater easement (Easement #1); and

WHEREAS, an easement on a portion of property known as 854 North Brewster Road, also known as Block 2505, Lot 3, on the tax map of the City of Vineland, owned by Robert L. DeMarchi, Jr., (the “DeMarchi Property”) is also necessary for the continuous right to construct, reconstruct and perpetually maintain a stormwater easement (Easement #2); and;

WHEREAS, the Municipal Engineer has recommended the City obtain easements in perpetuity so the Borough may perform all that is necessary to assure proper construction, repair and maintenance of the Project; and

WHEREAS, Independence Walk Homeowners Association has agreed to grant an easement to the City in accordance with the terms of an Easement Agreement, more particularly described in the attached Schedule A, across a portion of the Independence Walk Homeowners Association Property; and

WHEREAS, Robert L. DeMarchi, Jr. and Kimberly I. DeMarchi have agreed to grant an easement to the City in accordance with the terms of an Easement Agreement, more particularly described in the attached Schedule B across a portion of the DeMarchi Property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Deeds of Easement for Easement #1 and for Easement #2, as attached hereto, be accepted by the City of Vineland and the Clerk and Mayor are hereby authorized to execute and to record and file said Deeds of Easement.

BE IT FURTHER ORDAINED that should any Ordinance or portion thereof be inconsistent with this Ordinance, such Ordinance or portion thereof shall be void to the extent of such inconsistencies.

BE IT FURTHER ORDAINED that should any portion of this Ordinance be deemed unenforceable by a court of competent jurisdiction, that portion deemed unenforceable shall be void and the balance shall remain in full force and effect.

This Ordinance shall take effect upon adoption and publication according to law.

Passed first reading: August 13, 2024

Passed final reading: August 27, 2024

President of Council eaa

Approved by the Mayor:

Mayor arf

ATTEST:

Deputy City Clerk rgf

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is entered into on _____ by and between the **INDEPENDENCE WALK HOMEOWNERS ASSOCIATION**, 2627 Old Farm, Vineland, NJ 08361, hereafter referred to as "Grantor," and **CITY OF VINELAND**, 640 Wood Street, Vineland, NJ 08360, hereafter referred to as "Grantee."

RECITALS

- A. Grantor is the owner of certain real property situated in the City of Vineland, County of Cumberland, State of New Jersey (hereafter referred to as the "Servient Estate"), and more particularly described on Exhibit A attached hereto.
- B. Grantee desires to acquire certain rights in the Servient Estate.

AGREEMENT

1. **Grant of Easement.** In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the further terms and conditions set forth herein, Grantor grants to Grantee a perpetual easement and right-of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, repairing, replacing, and removing stormwater drainage facilities, including pipes, culverts, structures, ditches, swales, and other appurtenances (the "Drainage Facilities") on, over, under, and across the land described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area"), subject to the terms and conditions herein.

1.1. The Drainage Facilities shall be used for the sole purpose of conveying, storing, treating, and discharging stormwater runoff and drainage. The Grantee shall have the right to access the Easement Area to construct, reconstruct, inspect, patrol, maintain, repair, replace, and remove the Drainage Facilities.

1.2. The Easement Area shall not be used for any other purpose without the prior written consent of the Grantor. This Easement is appurtenant to and runs with the land and shall inure to the benefit of and bind the heirs, successors, and assigns of the Grantor and the Grantee.

1.3. The laws of the State of New Jersey shall govern this Easement.

2. **Construction and Maintenance**

2.1. The Grantee shall be responsible for the construction, maintenance, repair and replacement of the Drainage Facilities, at the Grantee's sole expense. The Grantee shall construct, maintain, repair, and replace the Drainage Facilities in a good and workmanlike manner and in accordance with all applicable laws, regulations, ordinances, permits, and best management practices.

2.2. The Grantee shall restore any portion of the Easement Area disturbed by the Grantee's activities to substantially the same condition as existed immediately prior to the disturbance.

2.3. The Grantor shall keep the Easement Area free of debris and anything that would obstruct the flow of stormwater. The Grantor shall not inhibit the natural flow of stormwater over the Easement Area.

3. **Indemnification**

3.1. **By Grantee.** The Grantee shall indemnify, defend, and hold the Grantor harmless against any and all liabilities, penalties, demands, claims, causes of action, losses, damages, costs, and expenses arising from or related to the Grantor's use of the Easement Area and Drainage Facilities, unless caused by Grantor or any of Grantor's officers, members, contractors, invitees, visitors, or other individuals permitted to enter the Easement Area by or on behalf of Grantor.

3.2 **By Grantor.** The Grantor shall indemnify, defend, and hold the Grantee harmless against any and all liabilities, penalties, demands, claims, causes of action, losses, damages, costs, and expenses arising from or related to the Grantee's use of the Easement Area and Drainage Facilities, unless caused by Grantee or any of Grantee's officers, members, contractors, invitees, visitors, or other individuals permitted to enter the Easement Area by or on behalf of Grantee.

4. **Amendment, Assignment, and Termination**

4.1. This Easement may be amended or assigned only by written instrument executed by the Grantor and the Grantee.

4.2. If the Grantee abandons use of the Easement Area and Drainage Facilities, the Grantee shall provide written notice to the Grantor of its intent to terminate this Easement. The Easement shall terminate thirty (30) days after receipt of such notice by the Grantor.

4.3. Upon termination, the Grantee shall remove all Drainage Facilities and restore the Easement Area to substantially the same condition as existed prior to construction of the Drainage Facilities, unless the Grantor requests in writing for the Drainage Facilities to remain in place.

5. **Character of Easement.** The easement granted in this Agreement is appurtenant to a right-of-way owned by the Grantee.

6. **Nonexclusive Easement.** The easement, rights, and privileges granted by this Agreement are nonexclusive. Grantor retains the right to grant concurrent easements and rights to such other persons as Grantor deems proper, provided they do not interfere with the functioning of the drainage easement granted hereunder or cause any damage to the Drainage Facilities. Grantor further retains the right, for itself and any of its successors and assigns, to access the Easement Area at any time.

7. **Grantor's Rights and Duties.** Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes that do not unreasonably interfere with or prevent Grantee's use of the easement including, but not limited to, the construction or placement of any structure(s) or woody vegetation in the Easement Area. Grantor shall indemnify and hold Grantee harmless from any against any claims arising as a result of Grantor's negligence and shall reimburse Grantee for the cost to repair any damage caused to the Drainage Facilities by Grantor or any of Grantor's officers, agents, members, owners, visitors, invitees, contractors, or any other individuals or any representatives of any entities invited or permitted to be in the Easement Area by Grantor for any reason.

8. **Grantee's Rights and Duties.** Grantee, at its sole cost and expense, shall repair and maintain the Easement Area and shall at all times keep the Easement Area free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee

shall have the right to keep access to the Easement Area open by removing vegetation and cutting or trimming trees or vegetation that may encroach on the Easement Area, at Grantee's sole cost and expense. Grantee shall dispose of all cuttings and trimmings by loading and hauling the same away from the Servient Estate. Grantee shall not make any improvements in or to the Easement Area without the prior written consent of Grantor, or any subsequent owner of the Servient Estate, except that Grantee shall repair any damage to the Easement Area caused by Grantee, or anyone using the Easement Area.

9. **Payment of Taxes.** Grantee shall have no obligation to pay any taxes, assessments, or other fees associated with the easement granted hereunder and the easement granted hereunder shall not be considered to reduce the value of Grantor's property.

10. **Termination.** This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee and its heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, or as otherwise set forth in this Agreement.

11. **Attorney's Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee, or their successors or assigns.

13. **Binding Effect.** This Agreement is made expressly for the benefit of, and shall be binding on, the parties hereto, and their heirs, personal representatives, successors-in-interest, and assigns.

[SIGNATURES ON NEXT PAGE]

**INDEPENDENCE WALK
HOMEOWNERS ASSOCIATION,**

Grantor

Attest:

By: _____

By: _____

Name/Title: _____

Name/Title: _____

STATE OF NEW JERSEY :

:

COUNTY OF CUMBERLAND:

On this ____ day of _____, 2024, before me, the subscriber, personally appeared _____, who, I am satisfied, is the _____ of

INDEPENDENCE WALK HOMEOWNERS ASSOCIATION, named herein, and who by me duly sworn/affirmed, asserted authority to act on behalf of **INDEPENDENCE WALK HOMEOWNERS ASSOCIATION** and who, by virtue of its By-Laws, executed the within instrument on its behalf, and thereupon acknowledged that ___ signed, sealed, and delivered same on behalf of Grantor as Grantor's act and deed, for the purposes herein expressed.

Witnessed by:

CITY OF VINELAND, Grantee

Richard Franchetta, Deputy City Clerk

By: **Anthony Fanucci**, Mayor of the
City of Vineland (Seal)

STATE OF NEW JERSEY)

)

SS.

COUNTY OF CUMBERLAND)

I CERTIFY that the ___ day of _____, 2024 Anthony Fanucci personally came before me and acknowledged under oath, to my satisfaction, that:

(a) This person is the Mayor of the City of Vineland, the municipal corporation named in this Deed;

(b) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution the members of Vineland City Council;

(c) This person knows the proper seal of the corporation which was affixed to this Deed;

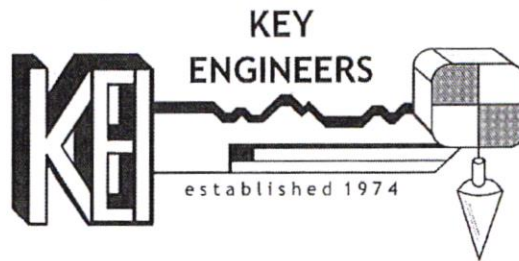
(d) The full and actual consideration paid or to be paid for the easement is \$1.00.

Notary

EXHIBIT A

ENGINEERING & PLANNING

Municipal
Consulting
Construction
Residential
Commercial
Industrial
Construction Management



SURVEYING

Residential
Commercial
Industrial
Governmental
Construction

~Celebrating Over 50 Years of Excellence~

LEGAL DESCRIPTION

STORM SEWER EASEMENT

PART OF BLOCK 2505, LOT 1

**City of Vineland
Cumberland County, New Jersey**

(KEI #10-1373)
August 1, 2024

All that certain Tract or Parcel of Land situate in the City of Vineland, County of Cumberland, State of New Jersey hereinafter more particularly described:

Beginning at a point corner common to Lots 1 and 3, said point also being in the line of Lot 4 and located North 86 Degrees 08 Minutes 16 Seconds West, a distance of 250.00 feet from a point common to Lots 3 and 4 in the westerly line of Brewster Road, a.k.a. County Route 672 (50.00 feet wide right-of-way) as measured along the line common to Lots 3 and 4;

- THENCE 1) North 86 Degrees 08 Minutes 16 Seconds West along the line common to Lots 1 and 4, a distance of 14.55 feet to a point;
- THENCE 2) North 00 Degrees 17 Minutes 41 Seconds East along the easement line, a distance of 116.34 feet to a point;
- THENCE 3) South 89 Degrees 42 Minutes 19 Seconds East along the easement line, a distance of 15.00 feet to a point;
- THENCE 4) South 00 Degrees 17 Minutes 41 Seconds West along the easement line, a distance of 102.24 feet to a point;
- THENCE 5) South 86 Degrees 08 Minutes 16 Seconds East along the easement line, a distance of 0.45 feet to a point in the line of Lots 1 and 3;
- THENCE 5) South 03 Degrees 51 Minutes 44 Seconds West along the line of Lots 1 and 3, a distance of 15.00 feet to the Point and Place of Beginning.

Containing within said described bounds 1,752 square feet/0.04 acres of land more or less.

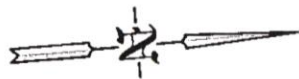
Being known as a Storm Sewer Easement on Part of Block 2505, Lot 1 as shown on the "Easement Plan" prepared by Key Engineers, Inc., dated August 1, 2024.

Date: 8/1/24

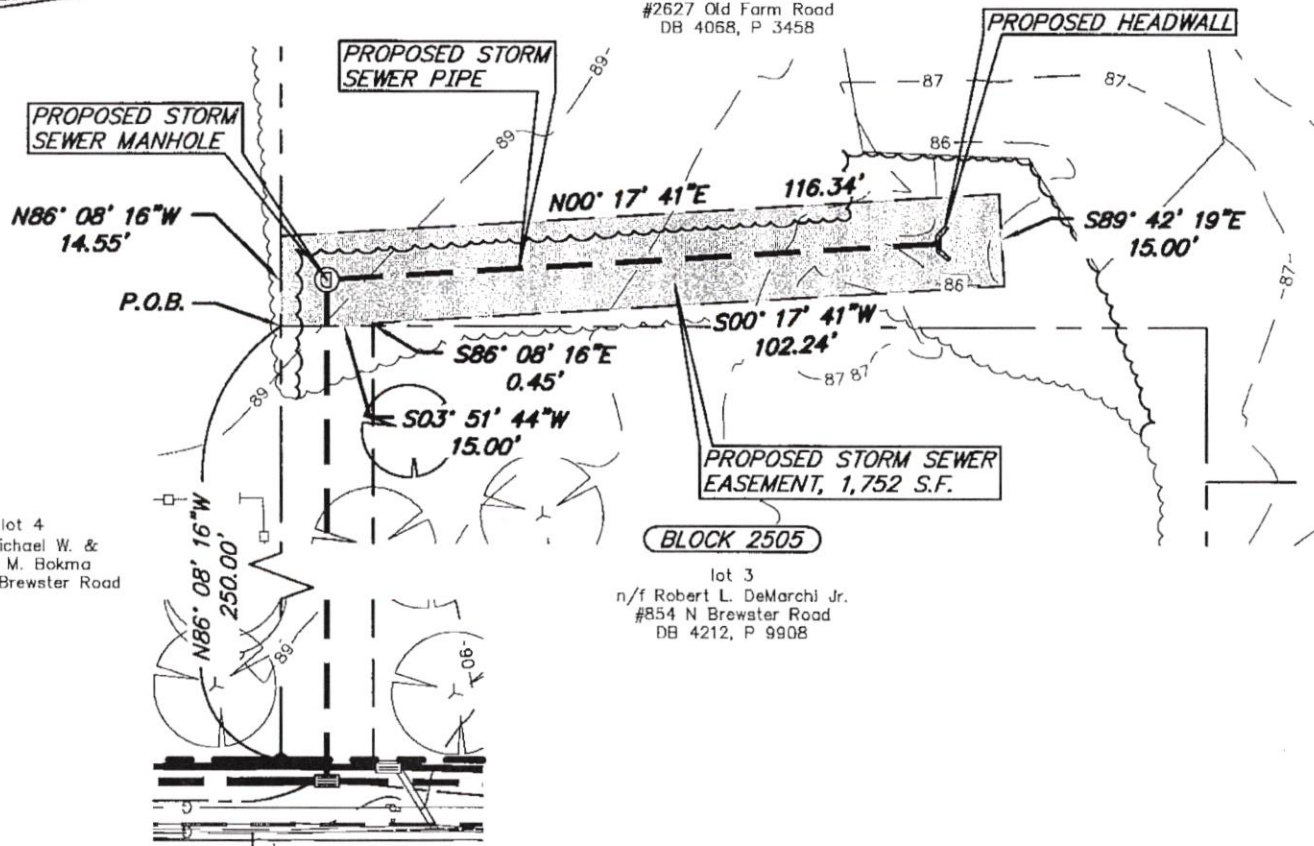


Robert Scott Smith, P.L.S., P.P.
N.J.P.L.S. License No. 35403

Projects\10\1373\Docs - Current\Proposed Easements\Bl. 2505 Lot 1 HOA.docx



lot 1
n/f Independence
Walk Homeowners
#2627 Old Farm Road
DB 4068, P 3458



lot 4
n/f Michael W. &
Janis M. Bokma
#822 N Brewster Road

lot 3
n/f Robert L. DeMarchi Jr.
#854 N Brewster Road
DB 4212, P 9908

N. Brewster Road
(50' wide R.O.W.)
(County Route No. 672)

Notes:

1. EASEMENT PLAN PREPARED IN ACCORDANCE WITH DEEDS OF RECORD AS RECORDED WITH THE CUMBERLAND COUNTY REGISTER OF DEEDS.
2. PHYSICAL LOCATION OF IMPROVEMENTS DETERMINED BY KEY ENGINEERS, INC.

REV.	DATE:	DESCRIPTION	DRWN.	CHKD.
Easement Plan				
Block 2505, Lot 1 n/f Independence Walk Homeowners #2627 Old Farm Road				
City of Vineland Cumberland County, New Jersey				
ROBERT SCOTT SMITH PROFESSIONAL LAND SURVEYOR NEW JERSEY LICENSE No. 35403 NJ PROFESSIONAL PLANNER No. 4944				
DATE: 08/01/24		DRAWN BY: T.D.		
SCALE: 1" = 30'		CHECKED BY: R.S.S.		
PROJECT No. 10-1373		SHEET No. 1 OF 1		



Graphic Scale
scale: 1 inch = 30 feet

REPRODUCTION, ALTERATION AND AMENDMENT OF THIS PLAN SHALL BE PERFORMED ONLY BY KEY ENGINEERS, INC. AND SHALL BE PERFORMED UNDER THE ABSOLUTE DIRECTION OF THE LICENSED PROFESSIONAL WHOSE NAME AND SIGNATURE APPEARS HEREON.

DATE: 8/1/24

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is entered into on _____ by and between the **ROBERT L. DeMARCHI, JR.** and **KIMBERLY I. DeMARCHI**, 854 N. Brewster Road, Vineland, NJ 08361, hereafter collectively referred to as "Grantor," and **CITY OF VINELAND**, 640 Wood Street, Vineland, NJ 08360, hereafter referred to as "Grantee."

RECITALS

- A. Grantor is the owner of certain real property situated in the City of Vineland, County of Cumberland, State of New Jersey (hereafter referred to as the "Servient Estate"), and more particularly described on Exhibit A attached hereto.
- B. Grantee desires to acquire certain rights in the Servient Estate.

AGREEMENT

1. **Grant of Easement.** In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the further terms and conditions set forth herein, Grantor grants to Grantee a perpetual easement and right-of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, repairing, replacing, and removing stormwater drainage facilities, including pipes, culverts, structures, ditches, swales, and other appurtenances (the "Drainage Facilities") on, over, under, and across the land described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area"), subject to the terms and conditions herein.

1.1. The Drainage Facilities shall be used for the sole purpose of conveying, storing, treating, and discharging stormwater runoff and drainage. The Grantee shall have the right to access the Easement Area to construct, reconstruct, inspect, patrol, maintain, repair, replace, and remove the Drainage Facilities.

1.2. The Easement Area shall not be used for any other purpose without the prior written consent of the Grantor. This Easement is appurtenant to and runs with the land and shall inure to the benefit of and bind the heirs, successors, and assigns of the Grantor and the Grantee.

1.3. The laws of the State of New Jersey shall govern this Easement.

2. Construction and Maintenance

2.1. The Grantee shall be responsible for the construction, maintenance, repair and replacement of the Drainage Facilities, at the Grantee's sole expense. The Grantee shall construct, maintain, repair, and replace the Drainage Facilities in a good and workmanlike manner and in accordance with all applicable laws, regulations, ordinances, permits, and best management practices.

2.2. The Grantee shall restore any portion of the Easement Area disturbed by the Grantee's activities to substantially the same condition as existed immediately prior to the disturbance.

2.3. The Grantor shall keep the Easement Area free of debris and anything that would obstruct the flow of stormwater. The Grantor shall not inhibit the natural flow of stormwater over the Easement Area.

3. **Indemnification**

3.1. **By Grantee.** The Grantee shall indemnify, defend, and hold the Grantor harmless against any and all liabilities, penalties, demands, claims, causes of action, losses, damages, costs, and expenses arising from or related to the Grantor's use of the Easement Area and Drainage Facilities, unless caused by Grantor or any of Grantor's officers, members, contractors, invitees, visitors, or other individuals permitted to enter the Easement Area by or on behalf of Grantor.

3.2. **By Grantor.** The Grantor shall indemnify, defend, and hold the Grantee harmless against any and all liabilities, penalties, demands, claims, causes of action, losses, damages, costs, and expenses arising from or related to the Grantee's use of the Easement Area and Drainage Facilities, unless caused by Grantee or any of Grantee's officers, members, contractors, invitees, visitors, or other individuals permitted to enter the Easement Area by or on behalf of Grantee.

4. **Amendment, Assignment, and Termination**

4.1. This Easement may be amended or assigned only by written instrument executed by the Grantor and the Grantee.

4.2. If the Grantee abandons use of the Easement Area and Drainage Facilities, the Grantee shall provide written notice to the Grantor of its intent to terminate this Easement. The Easement shall terminate thirty (30) days after receipt of such notice by the Grantor.

4.3. Upon termination, the Grantee shall remove all Drainage Facilities and restore the Easement Area to substantially the same condition as existed prior to construction of the Drainage Facilities, unless the Grantor requests in writing for the Drainage Facilities to remain in place.

5. **Character of Easement.** The easement granted in this Agreement is appurtenant to a right-of-way owned by the Grantee.

6. **Nonexclusive Easement.** The easement, rights, and privileges granted by this Agreement are nonexclusive. Grantor retains the right to grant concurrent easements and rights to such other persons as Grantor deems proper, provided they do not interfere with the functioning of the drainage easement granted hereunder or cause any damage to the Drainage Facilities. Grantor further retains the right, for itself and any of its successors and assigns, to access the Easement Area at any time.

7. **Grantor's Rights and Duties.** Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes that do not unreasonably interfere with or prevent Grantee's use of the easement including, but not limited to, the construction or placement of any structure(s) or woody vegetation in the Easement Area. Grantor shall indemnify and hold Grantee harmless from any against any claims arising as a result of Grantor's negligence and shall reimburse Grantee for the cost to repair any damage caused to the Drainage Facilities by Grantor or any of Grantor's agents, visitors, invitees, contractors, or any other individuals or any representatives of any entities invited or permitted to be in the Easement Area by Grantor for any reason.

8. **Grantee's Rights and Duties.** Grantee, at its sole cost and expense, shall repair and maintain the Easement Area and shall at all times keep the Easement Area free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee

shall have the right to keep access to the Easement Area open by removing vegetation and cutting or trimming trees or vegetation that may encroach on the Easement Area, at Grantee's sole cost and expense. Grantee shall dispose of all cuttings and trimmings by loading and hauling the same away from the Servient Estate. Grantee shall not make any improvements in or to the Easement Area without the prior written consent of Grantor, or any subsequent owner of the Servient Estate, except that Grantee shall repair any damage to the Easement Area caused by Grantee, or anyone using the Easement Area.

9. **Payment of Taxes.** Grantee shall have no obligation to pay any taxes, assessments, or other fees associated with the easement granted hereunder and the easement granted hereunder shall not be considered to reduce the value of Grantor's property.

10. **Termination.** This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee. Grantee and its heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, or as otherwise set forth in this Agreement.

11. **Attorney's Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee, or their successors or assigns.

13. **Binding Effect.** This Agreement is made expressly for the benefit of, and shall be binding on, the parties hereto, and their heirs, personal representatives, successors-in-interest, and assigns.

[SIGNATURES ON NEXT PAGE]

Grantor:

Witness:

Robert L. Demarchi, Jr.

STATE OF NEW JERSEY :
:
COUNTY OF CUMBERLAND:

On this _____ day of _____, 2024, before me, the subscriber, personally appeared **ROBERT L. DeMARCHI, JR.**, who, I am satisfied, is the Grantor named herein, and who, by me duly sworn/affirmed, executed the within instrument, and thereupon acknowledged that he signed, sealed, and delivered same, for the purposes herein expressed.

Grantor:

Kimberly I. Demarchi

STATE OF NEW JERSEY :
:
COUNTY OF CUMBERLAND:

On this _____ day of _____, 2024, before me, the subscriber, personally appeared **KIMERLY I. DeMARCHI**, who, I am satisfied, is the Grantor named herein, and who, by me duly sworn/affirmed, executed the within instrument, and thereupon acknowledged that she signed, sealed, and delivered same, for the purposes herein expressed.

Witnessed by:

City of Vineland

_____(Seal)
By: **Anthony Fanucci**, Mayor of the
City of Vineland

STATE OF NEW JERSEY)

) SS.

COUNTY OF CUMBERLAND)

I CERTIFY that the ___ day of _____, 2024 Anthony Fanucci personally came before me and acknowledged under oath, to my satisfaction, that:

(a) This person is the Mayor of the City of Vineland, the municipal corporation named in this Deed;

(b) This Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution the members of Vineland City Council;

(c) This person knows the proper seal of the corporation which was affixed to this Deed;

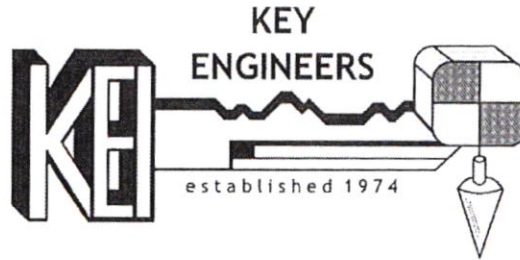
(d) The full and actual consideration paid or to be paid for the easement is \$1.00.

Notary

EXHIBIT A

ENGINEERING & PLANNING

Municipal
Consulting
Construction
Residential
Commercial
Industrial
Construction Management



~Celebrating Over 50 Years of Excellence~

SURVEYING

Residential
Commercial
Industrial
Governmental
Construction

LEGAL DESCRIPTION

STORM SEWER EASEMENT

PART OF BLOCK 2505, LOT 3

**City of Vineland
Cumberland County, New Jersey**

(KEI #10-1373)
August 1, 2024

All that certain Tract or Parcel of Land situate in the City of Vineland, County of Cumberland, State of New Jersey hereinafter more particularly described:

Beginning at a point in the westerly line of Brewster Road, a.k.a. County Route 672 (50.00 feet wide right-of-way), said point being the corner common to Lots 3 and 4;

THENCE 1) North 82 Degrees 00 Minutes 00 Seconds West along the line common to Lots 3 and 4, a distance of 250.00 feet to a point corner of Lot 3, said point also being in the line of Lot 4;

THENCE 2) North 08 Degrees 00 Minutes 00 Seconds East along the line of Lots 3 and 1, a distance of 15.00 feet to a point in the line of Lots 3 and 1;

THENCE 3) South 82 Degrees 00 Minutes 00 Seconds East along the easement line, a distance of 250.00 feet to a point in the westerly line of Brewster Road;

THENCE 4) South 08 Degrees 00 Minutes 00 Seconds West along said westerly line of Brewster Road, a distance of 15.00 feet to the Point and Place of Beginning.

Containing within said described bounds 3,750 square feet/0.09 acres of land more or less.

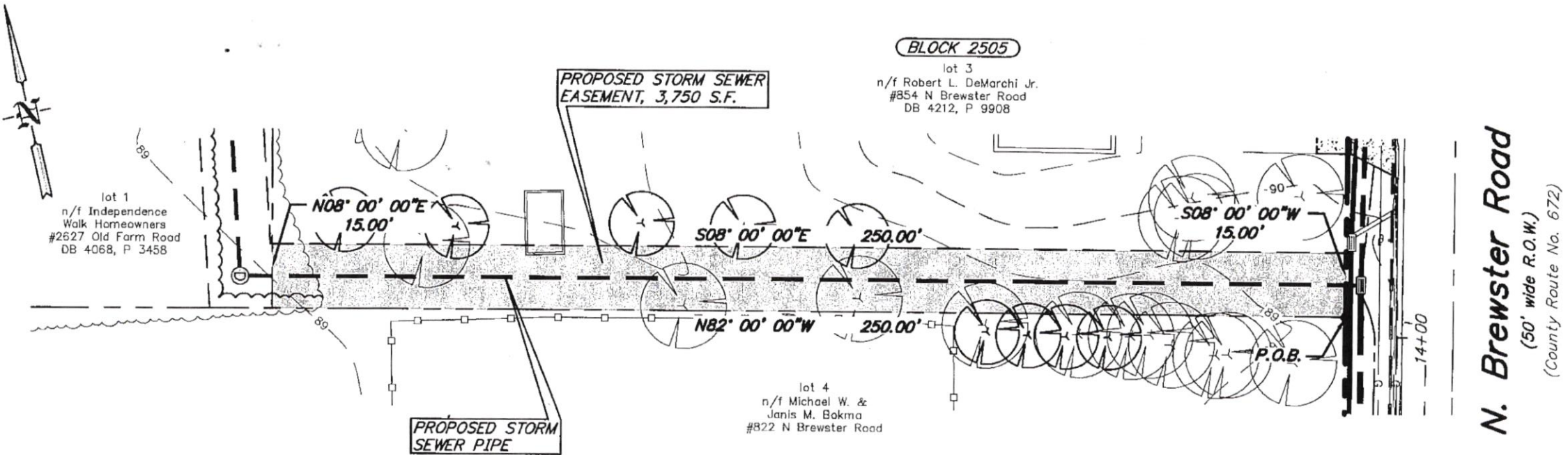
Being known as a Storm Sewer Easement on Part of Block 2505, Lot 3 as shown on the "Easement Plan" prepared by Key Engineers, Inc., dated August 1, 2024.

Date: 8/1/24



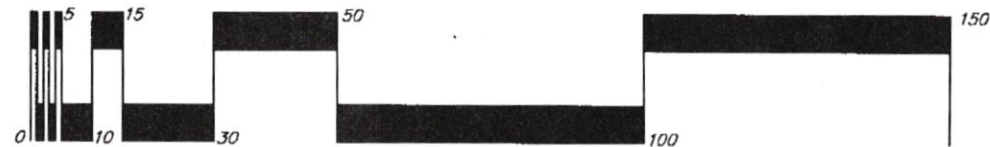
Robert Scott Smith, P.L.S., P.P.
N.J.P.L.S. License No. 35403

Projects\10\1373\Docs - Current\Proposed Easements\Bl. 2505 Lot 3 DeMarchi.docx



Notes:

1. EASEMENT PLAN PREPARED IN ACCORDANCE WITH DEEDS OF RECORD AS RECORDED WITH THE CUMBERLAND COUNTY REGISTER OF DEEDS.
2. PHYSICAL LOCATION OF IMPROVEMENTS DETERMINED BY KEY ENGINEERS, INC.



Graphic Scale

scale: 1 inch = 30 feet

REPRODUCTION, ALTERATION AND AMENDMENT OF THIS PLAN SHALL BE PERFORMED ONLY BY KEY ENGINEERS, INC. AND SHALL BE PERFORMED UNDER THE ABSOLUTE DIRECTION OF THE LICENSED PROFESSIONAL WHOSE NAME AND SIGNATURE APPEARS HEREON.

REV.	DATE	DESCRIPTION	DRWN.	CHKD.
Easement Plan				
Block 2505, Lot 3 n/f Robert L. DeMarchi Jr. #854 N. Brewster Road				
City of Vineland Cumberland County, New Jersey				
ROBERT SCOTT SMITH PROFESSIONAL LAND SURVEYOR NEW JERSEY LICENSE No. 35403 NJ PROFESSIONAL PLANNER No. 4944				
DATE: 08/01/24		DRAWN BY: T.D.		
SCALE: 1" = 30'		CHECKED BY: R.S.S.		
PROJECT No. 10-1373		SHEET No. 1 OF 1		
		DATE 8/1/24		